

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

NOTE: The Town of Forest Heights, Prince George's County, Maryland, requires residential trash and garbage collection services for the period beginning July 1, 2022, through June 30, 2023. The successful bidder will collect trash, bulk trash (non-metal) and yard waste, one day each week during this period at approximately 945 residences in the Town of Forest Heights. Sealed bids must be submitted no later than 3:00 p.m. on Tuesday, May 24, 2022 & Contact the Town Administrator at the Municipal Building, 5508 Arapahoe Drive, Forest Heights, MD 20745-1998, telephone (301) 839-1030 for details regarding this Request for Proposals. Contract award shall be made in accordance with contractor's qualifications and price*. Bidders are strongly encouraged to carefully review the Bidding Documents. A prospective bidder may request clarification of any item in this RFP. Such request must be received in writing at least one week prior to the RFP submission date. The request for clarification and the Town's response will be made available to other prospective bidders.

A. PROPOSAL INSTRUCTIONS

1. Technical Information

The Contractor shall submit the following technical information:

- A brief narrative explanation of how they will accomplish the technical, managerial, and supervisory work described below under Section C "Scope of Work". Scope of Work shall be for collection of trash, bulk services (nonmetal) and yard waste once each week.
- Information outlining the experience and qualifications of the company, along with appropriate references.

Contractors who fail to include all the above information may be rejected as nonresponsive.

2. Cost Summary

- a. A Cost Summary must be submitted on the attached form entitled "Bid Cost Form: FH12-01 Forest Heights Trash Removal Services." All contractors must give the price in figures. The Cost Summary must contain the original signature of a person or person(s) authorized to bind the company. All proposals must be typed. Corrections on the Cost Summary must be initiated by the contractor.
- b. The Town of Forest Heights is exempt from State and Local taxes. Therefore, an allowance for such taxes should not be included in the bidding proposal offer. Exemption certificates will be furnished to the successful Contractor upon request.
- c. Conditioned proposal and proposals containing escalator clauses will not be accepted. In the event any offer contains deviations or substitutions from the advertised specifications, the Contractor is required to fully describe and explain the nature of deviations or substitution in the proposal submission.

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

3. Other Required Information

The following forms and information must be returned with proposal:

- "Bid Cost Form FH12-01 Forest Heights Trash Removal Services"
- Non-Collusion Affidavit
- Non-Conviction Affidavit
- U.S. Employer Identification Number, Maryland Employer Identification Number and Certification of Good Standing (if contractor is a corporation)

4. Submission of Proposals

- a. All proposals should be addressed to: **Mr. Linwood Robinson, Town Administrator, Town of Forest Heights, 5508 Arapahoe Drive, Forest Heights, Maryland 20745**, and must be received at the Town Municipal Building **no later than 3:00 p.m. on Tuesday, May 24, 2022**. It is the contractor's responsibility to ensure that their proposal is delivered at the proper time and place* *No proposal received thereafter will be considered, unless it is the only offer received.*
- b. Corrections of, or changes to, proposals will be accepted only if delivered in writing to the Town Municipal Building prior to the time set out in paragraph 4(a). Request for withdrawal of a proposal must be made in writing.
- c. The Contractor by submitting its proposal represents that all personnel, equipment, and materials necessary for providing the described services will be available as needed.
- d. Errors in preparation of the offer will not relieve Contractors from the terms thereof. Failure of the Contractor to thoroughly understand all aspects of this request for proposal or to become familiar with all conditions that may affect performance before submitting an offer will not be an acceptable excuse for withdrawal or change of the offer.
- e. All quantities provided are approximate and should be viewed as such.
- f. This invitation to bid is sent as a courtesy to know interested companies. The receipt of this request for proposal from the Town of Forest Heights in no way implies a contract offer has been made by the Town of Forest Heights or that the recipient is a qualified Contractor.

5. Assistance to Contractor

- a. Site Inspection each Contractor is urged to visit the site of work to be fully informed as to the conditions under which the work is to be done, to facilitate planning under the specifications set out herein, and to coordinate with related and associated work.
- b. Failure to inspect the site of work will not relieve the successful Contractor of the obligation to furnish labor, material, and equipment necessary to carry out the work, and to complete said work for the consideration and in the time set out herein.
- c. Questions: All questions concerning the interpretation of this proposal, or other contract documents, should be submitted to Mr. Linwood Robinson, Town Administrator, Town of

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

Forest Heights, 5508 Arapahoe Drive, Forest Heights, Maryland 20745, telephone number:
(301) 839-1030 prior to submission of the proposal.

B. EVALUATION OF PROPOSALS

1. Selection Criteria

- a. In determining which proposal is best, the Town of Forest Heights will take into consideration the proposal price and the experience, qualifications, and references of the Contractor to perform the work. The Town reserves the right to reject any or all proposals in whole or part, to waive any technicalities or formalities, and to exercise in its sole discretion which proposal will serve in the best interests of the Town of Forest Heights. The Town reserves the right to negotiate final terms of the contract. The Town reserves the right to cancel any award at any time prior to the execution of a contract, without any liability on its part.
- b. If two or more technical proposals are of approximately equal merit, the contract will be awarded to the company whose proposal is the most cost effective among those companies. If two or more companies offer costs that are close to equal, the contract will be awarded to the company whose technical proposal is evaluated as best among those companies. In general, a highly qualified Contractor that meets all the technical proposal criteria and also offers the most cost-effective proposal will be awarded the contract

Contractor Capabilities:

The Contractor must provide information with its proposal demonstrating its capability and willingness to provide the requested services, including: number of years in the business of providing equivalent services; names, addresses and telephone numbers of existing clients of those services; the number of registered and operable trucks in the Contractors fleet; and the number of truck drivers in their trash collection workforce.

2. Notification

The Town of Forest Heights intends to complete its evaluation and decision process within two weeks after submission of proposals.

C. SCOPE OF WORK

The Town of Forest Heights (hereinafter called the Town) is located in Prince George's County, Maryland, adjacent to and inside the Capital Beltway (1-95) and is bisected by Indian Head Highway (MD Route 210). The population is 2,658 persons according to the Year 2020 Census. The Town has 945 homes and 8.63 miles of local residential streets over which the trash must be collected. (See Attachment I, "Town Map")

BIDDING DOCUMENTS
BID NO.: FH01-22
TOWN OF FOREST HEIGHTS
5508 Arapahoe Drive Forest Heights, Maryland 20745
Project Title: Forest Heights Trash Removal Services
DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

Definitions:

- A. Regular Trash: Regular trash is defined as mixed combustibles and non-combustible trash and garbage discarded by households in the normal course of living,
- B. Bulk Trash, Non-metal: Includes major household items such as furniture, mattresses, rugs, and shelves that are primarily made of wood, cloth, ceramic, glass and synthetic materials,
- C. Bulk Trash, Metal: Includes major appliances such as stoves, dishwashers, washing machines, dryers, refrigerators and water heaters.
- D. Construction Materials: Includes materials such as dirt, bricks, cinder and concrete blocks, wallboard and roofing.
- E. Motor Vehicles and Parts: Includes automobiles, motorcycles and trucks, and their parts, including tires.
- F. Hazardous Materials: These are chemicals and materials such as oil-based paints, used motor oil, asbestos and other materials that are hazardous and require special handling for disposal.
- G. Yard Waste: Includes tree trimmings, grass and leaves. Branches and clippings will be bundled in four-foot lengths. Stumps, tree trunks and branches over 6 inches in diameter are excluded.
- H. Recyclables: Plastics, newspapers and other recyclables that residents place out for the County recycling pick-up program.

The requirements for regular trash and garbage pickup are as follows:

- 1. Pickup days: Trash shall be collected and removed beginning at 5:00 a.m. on one day each week and separated by three/four days. Currently residential trash is collected each Monday, but bidders may negotiate different days. Pickup must be completed by 6:00 p.m.
- 2. Holidays: Whenever Prince George's County Government holidays are observed on a Monday, trash will not be picked up on those days, Tuesday will be a make-up date. The holidays are New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- 3. Weather exceptions: The Contractor will not be required to make the scheduled collection when the U.S. Government announces the closure of the Federal Government due to hazardous road conditions or when the Brown Station landfill is closed.

BIDDING DOCUMENTS
BID NO.: FH01-22
TOWN OF FOREST HEIGHTS
5508 Arapahoe Drive Forest Heights, Maryland 20745
Project Title: Forest Heights Trash Removal Services
DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

The requirements for non-metal bulk trash pickup are as follows:

1. Pickup days: Bulk trash, non-metal shall be collected and removed beginning at 5:00 a.m. on one day each week. Pickup must be completed by 6:00 p.m. The pickup day must coincide with one of the regular trash pickup days.
2. Holidays: Whenever Prince George's County Government holidays are observed on a Monday or Thursday, trash will not be picked up on those days, nor will there be a make-up date. However, bulk trash will be picked up on the next regular scheduled pick-up date. The holidays are New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
3. Weather exceptions: The Contractor will not be required to make the scheduled collection when the U.S. Government announces the closure of the Federal Government due to hazardous road conditions or when the Brown Station landfill is closed.

The requirements for yard waste pickup are as follows:

1. Pickup days: Yard waste shall be collected and removed beginning at 5:00 a.m. on one day each week. Pickup must be completed by 6:00 p.m. The pickup day must coincide with one of the regular trash pickup days.
2. Holidays: Whenever Prince George's County Government holidays are celebrated on a Monday or Thursday, trash will not be picked up on those days, nor will there be a make-up date. However, yard waste will be picked up on the next regular scheduled pick-up date, The holidays are New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
3. Weather exceptions: The Contractor will not be required to make the scheduled collection when the U.S. Government announces the closure of the Federal Government due to hazardous road conditions or when the Brown Station landfill is closed.

The requirements for Metal bulk pickup are as follows:

The Town does not currently provide for metal bulk trash pickup, but requests bidders to propose pickup for these materials as separate item in their proposal. The Town reserves the right to accept or reject this service as an item in the contract.

BIDDING DOCUMENTS
BID NO.: FH01-22
TOWN OF FOREST HEIGHTS
5508 Arapahoe Drive Forest Heights, Maryland 20745
Project Title: Forest Heights Trash Removal Services
DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

Municipal Building trash pickup:

The successful bidder shall place a 20 yard or larger open top roll off container behind the Municipal Building at 5508 Arapahoe Drive, Forest Heights, MD and, at the request of the Town, remove and replace (pull) the container up to 12 times per year during the period of the contract. This service shall be considered part of the basic contract. The bidder shall also submit a price for pulling the container for additional times beyond the 12 basic times per year. (i.e., price for additional individual pulls.)

Other requirements:

Citizens are responsible for disposal of motor vehicle parts, hazardous material and construction materials, which are not to be included in this proposal. Collection of trash from commercial establishments and churches located in the Town is outside the scope of this RFP.

Recyclable Materials:

Bidders are to exclude from their proposal any pickup of recyclable material, as defined in this RFP.

Penalties for failure to meet contract requirements:

Should the Contractor fail to complete regularly scheduled collection, he shall forfeit the sum equal to one-eighth (1/8) of the payment for the month; and for the second consecutive failure an additional sum equal to one-fourth (1/4) of the payment for the month; and should a third consecutive failure occur, an additional sum of one-half (1/2) of the month's payment shall be forfeited by the Contractor. After the third consecutive failure, the Contractor may be deemed in default and the contract may be terminated at the discretion of the Mayor and Town Council.

Citizen responsibilities:

Household trash containers shall be placed within two feet of the curb line, or in the case of a fenced lot, on the street side of the fence. Failure to conform with this provision shall be just cause for the Contractor to leave such refuse, provided they notify the Town Administrator of any nonconformance.

Renewal:

The contract will be renewed on an annual basis unless both parties agree to other renewal terms in writing.

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

GENERAL CONDITIONS

1. Laws and Regulations

The Contractor shall agree to furnish all equipment, licenses and labor, to conform with all rules and regulations of the Town of Forest Heights, Maryland and the Federal, State, and Prince George's County Government necessary to the adequate performance of the terms of this contract.

2. Work Schedule

The Contractor shall at the execution of the contract, notify the Town of Forest Heights in writing of the names of subcontractors proposed for parts of the work, and shall not employ any that the Town of Forest Heights may, within a reasonable time, object to as incompetent or unfit.

a. Alternate Proposals:

Bidders may propose alternative services to the foregoing service specifications if they believe the price of providing such services will result in significant cost savings to the Town or will result in significant enhancements to the services provided to the Town. For example, in some areas contractors will vacuum leaves from piles left near the street rather than picking up bags of grass. The Town will consider such proposals but, reserves the right to reject proposals that are outside the scope of the basic services being requested.

D. EXECUTION OF CONTRACT AND DATE OF WORK

1. The Contractor to whom the contract is awarded will be notified by email, regular mail and/or by telephone, and must execute the contract and submit it together with any other required documents within two working days after notification. Failure to do so will be just cause for annulment of the award by the Town of Forest Heights.
2. The successful Contractor shall be required to enter into a contract, a sample of which is attached. The terms and conditions of this offer and Contractor's proposal shall be incorporated in said contract and will be binding on the Contractor. Before submitting an offer, each Contractor should examine the contract documents thoroughly.
3. If the Contractor to whom an award is made fails to timely execute the contract and/or submit required documents, the award may be terminated by the Town of Forest Heights, which may then award the contract to the next ranked contractor or reject all remaining offers, as not in the best interest of the Town of Forest Heights.
4. The successful Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town of Forest Heights.
5. Work under the contract shall begin on or following July 1, 2022. **There will be no separate notice to proceed.**

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

E. INSURANCE AND INDEMNIFICATION, LICENSES, PERMITS AND APPLICABLE LAWS

The successful Contractor shall provide proof of compliance with State Law as to workers compensation and employment insurance, and commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate; automobile liability insurance for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence. The Town of Forest Heights shall be named as an additional insured on general liability coverage of the successful Contractor.

The successful Contractor shall indemnify and hold harmless the Town of Forest Heights, its officers, agents, and employees, from all suits, actions, and damages or cost of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful Contractor, its agents and employees, or by other causes.

The successful Contractor will be responsible for having or obtaining any and all licenses and permits pertaining to performance of work under the contract. All services and material provided by the successful Contractor shall conform to all applicable laws and regulations.

- 1 If the Contractor subcontracts out any of the work to be performed, he shall be solely responsible for the payment of all subcontractors and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment. The Town shall have no liability as to any subcontractor. The Contractor shall hold the Town harmless for any liability and shall be solely responsible for all costs, inclusive of reasonable attorney fees in the event of any legal proceedings or liens for nonpayment by a subcontractor.

F. MATERIALS AND STANDARDS OF WORK AND PERIODIC AND FINAL INSPECTION

1. All work performed and material provided pursuant to the contract will be in conformance with standards and adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable material or workmanship shall be rejected and shall be made good by the successful Contractor at its expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.
2. The Town of Forest Heights will make periodic inspections of the work through the Department of Public Works Director and Town Administrator.

BIDDING DOCUMENTS

BID NO.: FH01-22

TOWN OF FOREST HEIGHTS

5508 Arapahoe Drive Forest Heights, Maryland 20745

Project Title: Forest Heights Trash Removal Services

DUE DATE/TIME: Tuesday May 24, 2022, 3:00 P.M.

G. PAYMENTS

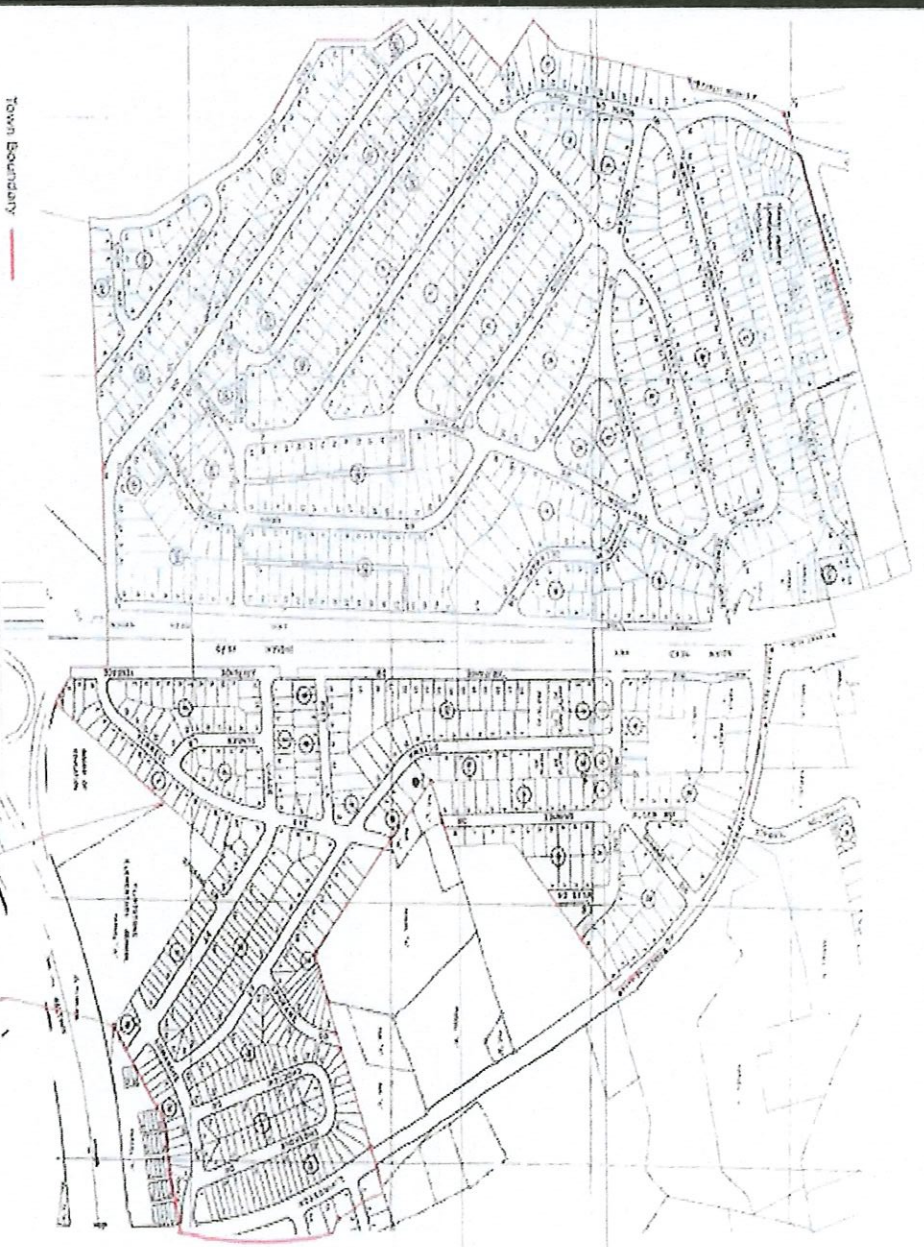
Equal monthly payments shall be made to the Contractor by the tenth (10th) day of each month for the preceding month's collection.

TOWN OF FOREST HEIGHTS

Calvin Washington, Mayor

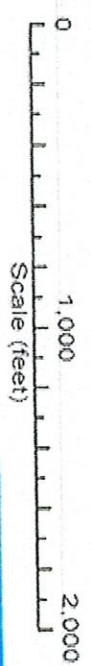
Date

Attachment #1



Town Boundary

TOWN OF FOREST HEIGHTS



BID COST FORM FH12-01

BID NO. FH12-01 – Forest Heights Trash Removal Services

COST SUMMARY

<u>ITEM</u>	<u>COST</u>
Regular Trash and Garbage Collection	\$ _____
Non-Metal Bulk Trash Collection	_____
Yard Waste Collection	\$ _____
Total Cost	\$ _____

Signature

Position

Company

Date

NON-COLLUSION AFFIDAVIT

1. I, _____
(Owner, Partner, Officer, Representative, Agent)
of _____
(Company Name)
the Bidder that has submitted the attached Bid;
2. Am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances representing such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Forest Heights or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not limited by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affidavit.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Date

Signature

AFFIDAVIT OF NON-CONVICTION

I HEREBY AFFIRM THAT:

1. I am the _____ and duly authorized
(Owner, Partner, Officer, Agent)
representative of the firm _____, and that
(Company Name)
I possess the legal authority to make this affidavit on behalf of myself and
the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I nor the above firm, nor to
the best of my knowledge, any of its officers, directors, or partners or any of its
employees directly involved in obtaining contracts with the State or any County, bi-
County, or multi-County agency, or subdivision of the State have been convicted of, or
have pleaded as contenders to a charge of, or having during the course of official
investigation or other proceeding admitted in writing or under oath acts or omissions
which constitute bribery, attempted bribery or conspiracy to bribe under the provisions
of Article 27 of the Annotated Code of Maryland or under the law of any State or the
Federal Government (conduct prior to July 1, 1977 is not required to be reported).
3. State "none" or, as appropriate, list any conviction, pleas or admission described in
paragraph 2 above, with the date, court, official or administrative body, individuals
involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to Town of Forest
Heights under Section 13-405 (h) of the State Finance and Procurement article of the
Annotated Code of Maryland, which ordains that any person convicted of bribery (upon
acts committed after July 1, 1977) in furtherance of obtaining a contract from the State
or any subdivision of the State of Maryland shall be disqualified from entering into a
contract with the Town.

I do solemnly declare and affirm under the penalties of perjury that the contents of this
affidavit are true and correct.

Date: _____

Signature: _____

Sample

*Town of Forest Heights Trash Removal Services
Bid No.: FH-01*

CONTRACT BETWEEN

TOWN OF FOREST HEIGHTS

AND _____

This Contract for Forest Heights Trash Removal Services in the Town of Forest Heights, Maryland (hereinafter "Contract") is made as of this 1st day of July, 2009, by and between the Town of Forest Heights, Maryland, a municipal corporation incorporated under the laws of the State of Maryland, and (Contractor).

WHEREAS, the Town of Forest Heights, Maryland (hereinafter the "Town") has issued an invitation to accept bids to provide trash removal services to the Town of Forest Heights, Maryland 20745.

WHEREAS, (hereinafter the "Contractor") has submitted the most cost effective offer for providing the trash removal services and all other necessary work as enumerated in the Request for Proposal by the Town of Forest Heights.

WHEREAS, the Town has selected Contractor to provide the trash removal services, and other works included in the RFP.

WHEREAS, the Contractor has agreed to provide said services to the Town of Forest Heights, as therein described.

NOW THEREFORE, in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Town of Forest Heights and the Contractor do hereby agree as follows:

CONTRACT DURATION

This Contract shall commence on the 1st day of July, 2018, and end on the 30th day of June 2020.

CONTRACT PRICE AND PAYMENT TERMS

- 1.1 The Town agrees that as compensation for the Forest Heights Trash Removal Services, it shall pay the Contractor the sum of \$_____ in total.
- 1.2 Payment will be made in equal monthly installments of \$_____ by the tenth (10th) day of the month for the preceding month's collection.
- 1.3 If the Contractor's invoice is not paid within 30 days, interest will be added to any outstanding balance.

Town of Forest Heights Trash Removal Services
Bid No.: FH18-01

- 1.4 Any changes, modifications, amendments to or attachments that affect this contract or any part of this contract require acceptance by signature of the below signed Town of Forest Heights official.

THE WORK

- 2.1 The Contractor shall perform all the work required by the submitted proposal for the Forest Heights Trash Removal Services for the Town of Forest Heights, Maryland, as outlined in the attached proposal, which is incorporated into this document by reference.
- 2.2 The Contractor will supply all labor, material, and supervision necessary to provide the Trash Removal Services in accordance with all federal, state, county and local regulations and inspections pertaining to providing services of this type.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Contract shall be commenced on July 1, 2011 and, subject to authorized adjustments and completed by June 30, 2013 unless automatically renewed by authorized representatives of the Town of Forest Heights;

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to addition and deductions by Change Orders as provided in the Contract Documents, the Contract Sum of: _____.

TAX STATUS

The Town of Forest Heights, a municipality in the State of Maryland, is a tax-exempt government organization. The Town will furnish a tax exempt certificate for Contractor's information.

OFFICIALS NOT TO BENEFIT

No member of the Town government may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

INSURANCE

- a. The Contractor shall provide at its own expense comprehensive automobile bodily injury and property damage liability insurance covering all vehicles, whether such vehicles are owned, hired or non-owner operated, or operated by/or on behalf of the Contractor in the performance of this Contract, with not less than the following units:

Combined single limit of \$1,000,000 per occurrence per bodily injury and property damage.

Town of Forest Heights Trash Removal Services
Bid No.: FH18-01

- b. Contractor will also obtain and pay premiums for the following insurance:
 - 1. Workmen's Compensation Maryland Statutory Limit
 - 2. Comprehensive General Liability in an amount not less than \$2,000,000 (combined personal injury and/or property damage) per occurrence and \$2,000,000 annual aggregate.
- c. Prior to commencing performance under this Contract, the Contractor shall furnish to the Town of Forest Heights, a Certificate of Insurance for each of the foregoing coverage. The Certificates shall contain provisions for at least ten (10) days prior to written notice of any cancellation or material change to be provided to the Town of Forest Heights. The insurance companies providing such insurance must be acceptable to the Town of Forest Heights.

TERMINATION FOR DEFAULT

- a. The Contractor's right to perform this Contract may be terminated by the Town of Forest Heights in the event services are not performed as stated in this Contract. Thereafter, Town of Forest Heights may have the services performed by others and the Contractor shall be liable for all costs to the Town of Forest Heights in excess of the Contract price for the remaining portion of the Contract term.
- b. The Contractor's right to continue performance under this Contract shall not be terminated nor the Contractor charged with damages if his performance was interrupted by extreme weather conditions or other acts of God, public disturbance, acts of war, or other valid cause beyond the Contractor's control, (Failure of the Contractor's equipment or lack of workers is not considered to be a valid reason for non-performance under this Contract). However the Contractor must recommence work interrupted for any reason when directed by the Town of Forest Heights Mayor upon cessation of cause for such interruption.

TERMINATION FOR CONVENIENCE

- a. The Town of Forest Heights may elect to terminate all or a part of this Contract for its convenience by providing at least thirty (30) days prior written notice to the Contractor. If the Town of Forest Heights does not terminate this Contract for its convenience, the Town of Forest Heights shall pay the Contractor compensation for its performance up to the termination date.
- b. The Contractor may elect to terminate all or a part of this Contract for its convenience by providing at least sixty (60) days prior written notice to the Town if unforeseen conditions arise.

ASSIGNMENT

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign this Contract or any payment hereunder except with the prior written consent of the Town Administrator of the Town of Forest Heights.

TOOLS AND EQUIPMENT

The Contractor shall provide all equipment and tools, both power and manual, to perform the work described in the Request for Proposals.

LIENS

All services performed by the Contractor under this Contract shall be kept free from claims, liens, and charges. The Contractor shall be solely responsible for all services provided by any subcontractors, and shall provide to the Town an affidavit that all subcontractors have been paid in full prior to receipt of final payment by the Town. If any subcontractor files a lien or makes a claim against the Town, the Contractor shall hold the Town harmless, and be liable for any and all expenses incurred by the Town, inclusive of reasonable attorney's fees, in the prosecution of the legal proceedings.

SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with the performance of the work. The contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

DAMAGE TO TOWN OF FOREST HEIGHTS OWNED PROPERTY OR PRIVATE PROPERTY

The Contractor agrees to compensate the Town of Forest Heights, its citizens, and other persons for any loss that they may suffer due to thefts or peculations, by employees of the Contractor or its subcontractors.

Should employees of the Contractor or its subcontractor cause damage or loss to public or private property, and/or furnishing and equipment contained therein, Contractor shall immediately notify the Town of Forest Heights Administrator of the location, cause, and time of damage. Contractor agrees to repair or replace any such damage or loss, to the Town of Forest Heights property owner's complete satisfaction, at the Contractor's own expense.

REQUIREMENTS OF PERFORMANCE

The Contractor shall furnish all labor, materials, equipment and supervision to provide Trash Removal Services to the Town of Forest Heights, Maryland in accordance with the following relevant requirements:

Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 17001u; 4 CFR 135 (Code of Federal Regulations); Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a-276a-5; Copeland (Anti-Kickback) Act, 48 stat. 948, 40 U.S.C. 276 C; Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 C.F.R Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973. Additional provisions may apply depending upon the nature of the work to be performed and the contract price.

Town of Forest Heights Trash Removal Services
Bid No.: FH18-01

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold the Town of Forest Heights harmless from and against any and all actions, proceedings, claims or demands of whatever nature, in law or in equity and against any and all liabilities, damages, losses, costs and expenses, including, without limitation reasonable attorney fees incurred or suffered by the Town of Forest Heights by reason of, in consequence of or arising out of the Contractor's obligations, actions, or events as they relate to the performance of this Contract. Such indemnification shall be binding upon the heirs, assigns and legal representatives of the Town of Forest Heights and the Contractor and its performance shall be governed by, construed and enforced in accordance with the laws of and applicable to the State of Maryland.

DIVISIBILITY

In the event that any part of this Contract shall, at any time or to any extent, be judicially declared invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Each provision of this Contract shall be valid and enforced to the fullest extent permitted by the law.

HEADINGS AND SECTIONS

The Contract Headings and Sections are provided for convenience only and shall not affect the construction hereof. All Sections are intended to create one agreement binding on the parties hereto.

AMENDMENTS

Any amendments to this Contract must be in writing and signed by authorized representatives of both the Town of Forest Heights and the Contractor.

IN WITNESS WHEREOF, this Contract has been executed as of the day, month and year as set forth above.

For the Town of Forest Heights

For the Contractor

Habeeb-Ullah Muhammad

Mayor

Title

Date

Title

Date